



## Code of Business Conduct for Third Parties

Insurance Simplified

## 1. Introduction

- 1.0 Tune Protect Group, including Tune Protect Group Berhad, Tune Insurance Malaysia Berhad, Tune Protect Re Ltd., White Label Sdn. Bhd., Tune Protect Thailand and Tune Protect EMEA (collectively referred to as the "**Tune Protect Group**") is committed to conducting its business professionally, ethically and with the highest standard of integrity. Tune Protect Group practices **ZERO TOLERANCE AGAINST BRIBERY AND CORRUPTION**, fraud, money laundering, abuse of power, misconduct, human rights infringements and upholds all applicable laws in relation to anti-bribery and corruption, including Section 17A of the Malaysian Anti-Corruption Act (Amendment) 2018 (referred to as "MACC Act"). In line with this, Tune Protect Group expects its Third Parties (as defined hereinafter) to uphold its stance against bribery and corruption.

## 2. Scope of this Code

- 2.0 This Code of Business Conduct for Third Parties ("**Code**") shall apply to all third parties including suppliers, service providers, vendors, contractors, consultants and agents who provide work, products, goods, equipment, materials or services, or act for or on behalf of the Tune Protect Group, partners, business associates and companies doing business or having a business relationship with Tune Protect Group ("**Third Parties**") including, but not limited to their employees, affiliates or any other third parties or sub-contractors that has been engaged by the Third Parties to work with or perform services for, or provide products to, or act for or on behalf of the Tune Protect Group (collectively, "**Personnel**").
- 2.1 This Code shall also apply to all Third Parties and their Personnel who provide work, goods or services to, or act for or on behalf of the Tune Protect Group or those having a business relationship with the Tune Protect Group, except any listed subsidiaries that have their own code of conduct and ethics for Third Party suppliers and service providers, in which case such Third Party and their Personnel shall comply with the Code of Conduct and ethics implemented by the relevant listed subsidiary, provided the relevant Code of Conduct in question fully complies with the MACC Act and other relevant applicable laws. If it does not, then compliance with the Tune Protect Group Code will be necessary.
- 2.2 This Code is intended to supplement and should be read in line with any existing codes relevant to Third Parties.
- 2.3 Third Parties and their Personnel have a continuing obligation to familiarise and update themselves with applicable laws relating to its job responsibilities.

## 3. Tune Protect Group Assets

- 3.0 You must protect the Tune Protect Group assets, both tangible and intangible, including intellectual property, provided to you by the Tune Protect Group from any loss, damage, misuse, illegal use or theft. Tune Protect Group assets will include with limitation the following: products and services, vehicles, access and/or security cards, equipment and facilities.

- 3.1 You must only use Tune Protect Group assets for official and authorised business purposes relating to the Tune Protect Group and to further the business interest of the Tune Protect Group. Usage for any other purposes must be approved by the Tune Protect Group.
- 3.2 You must not use the Tune Protect Group assets for personal reasons and must not remove any Tune Protect Group assets from the Tune Protect Group's premises without proper written authorisation and unless it is for business purposes relating to the Tune Protect Group and provided for under the Tune Protect Group's contract with you.
- 3.3 Any assets and property that have been removed from the Tune Protect Group's premises with prior authorization must be returned promptly.
- 3.4 You must only use valid and properly licensed or software that is legally developed or owned by or is licensed to you on Tune Protect Group assets.
- 3.5 You must not:
  - (a) copy proprietary software belonging to the Tune Protect Group into other devices without the Tune Protect Group's written approval; and
  - (b) install unauthorised software or download non-work-related materials on Tune Protect Group assets.

#### **4. Tune Protect Group information**

- 4.0 Tune Protect Group information refers to all and any information which is provided to you by or on behalf of the Tune Protect Group or is obtained by you pursuant to your relationship with the Tune Protect Group. For example, this will include without limitation any corporate, business, financial, marketing, operational, employees, customers, vendors, suppliers and customer information belonging to the Tune Protect Group and intellectual properties belonging to or controlled by the Tune Protect Group, such as copyright and moral right, trademark and service mark, trade dress, industrial designs, patents, trade secret, know how, methodology, technology and software.
- 4.1 All Tune Protect Group information is confidential information, regardless of its form and method of communication as well as whether or not such information is marked as "Confidential".
- 4.2 You must keep all Tune Protect Group information secure and provide only limited access to the Tune Protect Group information to those who need to know Tune Protect Group information in order to execute their job functions.
- 4.3 You must use all Tune Protect Group information strictly for business purposes with the Tune Protect Group, and in the best interest of the Tune Protect Group. You must not disclose Tune Protect Group information to any unauthorised third party without the Tune Protect Group's written consent unless disclosure is required by law, and not use the Tune Protect Group information for corporate and/or personal gain.

- 4.4 You must not remove storage device containing Tune Protect Group information or licensed or copyrighted software from any location without the express written authorisation of the Tune Protect Group.
- 4.5 Your confidentiality obligation will continue notwithstanding the termination or expiry of your contract with the Tune Protect Group.
- 4.6 In the event of a conflict between the confidentiality obligations under any written agreement between the Tune Protect Group and yourself and the confidentiality obligations under this Code, the confidentiality obligations under the written agreement shall prevail.

## 5. Other Information

- 5.0 All information provided by you to the Tune Protect Group must be true, accurate and complete. In particular, financial records and accounts must accurately reflect all transactions and payments made and conform to proper internal controls and mandatory accounting principles.
- 5.1 You must process all documentation and records relating to your relationship with the Tune Protect Group in accordance with relevant document retention policies, applicable laws and all requirements imposed by the Tune Protect Group.

## 6. Fair Treatment of Financial Consumers

### 6.0 Integrity and Professionalism

As a financial services provider (FSP), the Tune Protect Group is guided by the 6 principles of Bank Negara Malaysia's (BNM) Fair Treatment of Financial Consumers (FTFC) Policy Document that the Tune Protect Group observes very closely. Recognizing that financial consumers are at the very core of the Tune Protect Group's business, everything we and all our Third Party collaborators do, say, state and commit to, must be line with the 6 BNM FTFC Principles listed herein that expressly call for FSPs to conduct business fairly, responsibly and professionally in accordance with the following:

- a) **Corporate Culture:** Your board of directors and senior management must set a clear expectation that FTFC principles are integral to your corporate culture and values.
- b) **Fair Terms:** You must ensure that all financial consumers are provided with fair and mutually beneficial contractual terms.
- c) **Provision of Information:** You must commit to providing clear, relevant, and timely information about all our/your financial services and products.
- d) **Fair Dealing:** Your staff, representatives, and agents must handle all consumer interactions with the utmost care, skill, and diligence.

e) **Advice and Recommendations:** You must take great care to ensure that all advice and recommendations are suitable for Tune Protect Group's consumers' needs.

f) **Redress:** You must handle all consumer complaints and claims promptly, fairly, effectively, and professionally.

6.1 You must also ensure that the content of all marketing or advertising materials relating to the Tune Protect Group, or its affiliates are accurate and true and not misleading, false or omit important facts.

6.2 You must comply with all quality and safety requirements imposed by law, any regulatory bodies or the Tune Protect Group.

6.3 In any interaction and dealings with customer for or on behalf of the Tune Protect Group, you must maintain the highest ethical and business standard and you must conduct yourself with integrity and professionalism.

## 7. Media

7.0 If you receive any queries from the media or other third parties relating to the Tune Protect Group, you should contact the Tune Protect Group for assistance. All information to the media or such third party, which includes any financial analyst and shareholder, should be released exclusively by Tune Protect Group or by express written authorisation/approval by Tune Protect Group before providing any information to the media or such Third Party, which includes any financial analysts and shareholders.

## 8. Protecting the Tune Protect Group's Reputation

8.0 The Tune Protect Group will not engage in any work or relationship that will or likely will bring harm to its reputation.

8.1 In line with this, the Tune Protect Group will not do business with any party who intentionally or continuously breaches any applicable laws, and the Tune Protect Group will not require you to perform any act which is prohibited by any applicable laws or this Code.

## 9. Conflict of Interest

9.0 Your business decisions and actions must be made with the Tune Protect Group's best interest in mind and must not be motivated by your corporate and/or personal considerations or relationships. You must declare any potential/actual/real conflict of interest to the Tune Protect Group in writing and without any delay.

## 10. Safety, Health and Environment ("SHE")

- 10.0 Safety is everyone's responsibility. You must ensure a safe and healthy environment for everyone including the public and comply with all related laws, the Tune Protect Group's policy, systems, processes and all applicable laws that govern SHE.
- 10.1 In providing work, goods or services to the Tune Protect Group, you must:
- (a) comply with all relevant Tune Protect Group codes, policies and procedures relating to SHE; and
  - (b) attend any of the Tune Protect Group's SHE awareness briefing, if requested by the Tune Protect Group.

## 11. Anti-Bribery and Corruption

- 11.0 The Tune Protect Group is committed to conducting its business professionally, ethically and with the highest standard of integrity. The Tune Protect Group practices **ZERO-TOLERANCE AGAINST BRIBERY AND CORRUPTION** and upholds all applicable laws in relation to anti-bribery and corruption, including Section 17A of the MACC Act.
- 11.1 In line with the Tune Protect Group Anti-Bribery and Corruption Policy and Group Whistleblowing Policy, the Tune Protect Group has put in place the Anti-Bribery and Corruption System ("**ABCS**") to consolidate and manage elements, policies, objectives and processes in relation to bribery and corruption risks in the Tune Protect Group. As the Tune Protect Group's Third Party supplier and/or service provider and/or business associate, you are expected to comply with the ABCS when providing such work, goods or services to all parties, or when you act for and/or on behalf of the Tune Protect Group. You and all your personnel must not:
- a) offer/give/accept a bribe or attempt to do so.
  - b) help another to offer/give/accept a bribe or attempt to do so.
  - c) Use another to offer/give/accept a bribe or attempt to do so.
- 11.2 You are required to undertake periodic assessment on corruption risk and to implement and maintain procedures which are compliant with anti-corruption laws ("**Anti-Corruption Laws**") to address such risks.
- 11.3 When conducting business with, or for or on behalf of the Tune Protect Group, you are required to:
- (a) comply and ensure that all your Personnel are aware of and will comply with all provisions set out in this Code and under any applicable Anti-Corruption Laws

- (b) behave and act transparently, professionally and ethically in accordance with this Code.
  - (c) conduct all necessary due diligence prior to engaging with any other third parties where services of such third parties are necessary to conduct business with, or for or on behalf of the Tune Protect Group; and
  - (d) maintain accurate books and records relating to the Tune Protect Group's business.
- 11.4 This Code specifically prohibits all Third Parties and their Personnel from engaging in any corrupt activity and directly or indirectly offering, promising, providing, or authorizing anyone to provide any Gratification to a Government Official/Public Official and/or Politically Exposed Person ("PEP") or any private individual or entity for the purpose of obtaining or retaining any improper business and/or personal advantage. "Gratification", "Government Official/Public Official", and "Politically Exposed Person" are defined in Appendix 1.
- 11.5 You must ensure that:
- (a) all your dealings with Government Officials/Public Officials and/or PEPs on behalf of the Tune Protect Group are compliant with all applicable laws and regulations.
  - (b) you cooperate with reasonable requests for information from government agencies and regulatory authorities, and to consult with the Tune Protect Group before responding to any request. All such information must be truthful and accurate; and
  - (c) you must not alter or destroy any documents or records in response to any investigation or other lawful request.
- 11.6 The Tune Protect Group will not authorize or tolerate any business practice that does not comply with this Code, our Group ABC Policy and/or all applicable anti-corruption laws. Therefore, all Third Parties are required to review their respective business practices on a regular basis and, if inconsistent with this Code, the ABCS and/or any Anti-Corruption Laws in any way, bring it to the attention of the Tune Protect Group to make the appropriate practice adjustments to ensure compliance.
- 11.7 You must promptly report any real or suspected bribery or corruption to the Tune Protect Group's Whistleblowing channel and the Tune Protect Group will conduct investigation and take further action as appropriate. You are discouraged from discussing or investigating the matter. You must also cooperate with any investigation and provide accurate and truthful information. All information relating to any such investigation are confidential and you must not disclose any information to any other person without the consent of the Tune Protect Group, unless if required by law.



## 12. Gifts, Hospitality & Entertainment, Donations & Sponsorship and Political Contributions

- 12.0 **Gifts:** As a general rule, the Tune Protect Group practices a "No Gift Policy". Save for certain limited exceptions, all Tune Protect Group personnel are prohibited from receiving and/or offering gifts whether directly or indirectly and must immediately refuse and/or return such gifts. This includes festive gifts for Chinese New Year, Easter, Hari Raya, Moon Cake Festival, Deepavali, Christmas and all other festivals. Gifts would include ang pau, duit raya, vouchers, coupons, hampers, moon cakes, liquor, etc. In furtherance of this, Third Parties must not accept any of the above on behalf of your Tune Protect Group counterpart.
- 12.1 **Hospitality and Entertainment:** The Tune Protect Group also recognises that it is a common practice to provide modest hospitality and entertainment to build and foster business relationships. However, all hospitality and/or entertainment, if received, must be unsolicited and must not be perceived as a form of bribery. All invites must be sent by email to the relevant Tune Protect Group Function Head.
- 12.2 **Donations and Sponsorships:** The Tune Protect Group recognises that providing donations and sponsorships can pose a bribery risk as it involves payments to a third party without tangible return and this may be used as a cover up or route for bribery. You are not permitted to make any donation or sponsorship to any third party on behalf of the Tune Protect Group.
- 12.3 **Political Contribution:** You are not permitted to offer/give/attempt to offer/give any political contribution to all Government Officials, Public Officials and PEPs on behalf of the Tune Protect Group.

## 13. Facilitation Payment and/or Extortion Payment

- 13.0 The Tune Protect Group strictly prohibits accepting or giving, whether directly or indirectly, any Facilitation Payments and/or Extortion Payments.
- 13.1 Facilitation Payment, often referred to as "*Duit Kopi*" is an illegal or unofficial payment made in return for services which the payer is legally entitled to receive without making such payment.
- 13.2 Extortion is the demanding of a gratification, whether or not coupled with a threat if the demand is refused.
- 13.3 If you encounter any request for Facilitation Payment and/or Extortion Payment when doing work for or representing the Tune Protect Group, please inform the relevant Tune Protect Group Head of Department in writing by email without any delay. Tune Protect Group will not entertain any request for reimbursement for such payments that are prohibited by this code, our Group ABC Policy and applicable laws.



## 14. Fraud

- 14.0 You have the responsibility to recognise and report any fraud, falsification of records or other irregularities.
- 14.1 Examples of irregularities include forgery or improper alteration to any documents, misappropriation, destruction or disappearance of funds, inventory, supplies or such other assets (tangible or otherwise), and improper handling or reporting of financial transactions, or false or misleading reports.
- 14.2 You must promptly report any real or suspect irregularity, mistake or fraud to the Tune Protect Group's Whistleblowing Channel and the Tune Protect Group will conduct investigation and take further action as appropriate. You are discouraged from discussing or investigating the matter. You must also cooperate with any investigation and provide accurate and truthful information. All information relating to any such investigation are confidential and you must not disclose any information to any other person without the consent of the Tune Protect Group, unless if required by law.

## 15. Whistleblowing

- 15.0 The Tune Protect Group has put in place a Group Whistleblowing Policy, which can be found at the Tune Protect Group's corporate website.
- 15.1 The policy sets out procedures which enables Third Parties to raise genuine concerns regarding all actual or suspected acts of bribery, corruption, fraud, money-laundering abuse of power, unethical, unlawful, illegal, wrongful or other improper conduct and also sets out the process for managing any action, intimidation or harassment against a whistleblower.
- 15.2 Whistle-blowers may lodge a complaint by emailing [whistleblowing@tuneprotect.com](mailto:whistleblowing@tuneprotect.com)

## 16. Non-Compliance with this Code

- 16.0 Any violations and/or non-compliance with this Code shall be taken seriously and may result in, among others, termination of the Tune Protect Group's contract with the Third Parties. Additionally, Third Parties are subject to loss of access privileges, unsatisfactory performance evaluation, sanction, accountability in a court of law, civil, and criminal prosecution.
- 16.1 In the event of termination, you shall not be entitled to any further payment or services, whichever applicable, regardless of any activities undertaken or agreements entered into prior to termination, and you shall be liable for damages or remedies as provided by law.

## **APPENDIX 1** **DEFINITIONS**

**Gratification**” includes, but is not limited to:

- a) money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage.
- b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity.
- c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part.
- d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage.
- e) any forbearance to demand any money or money's worth or valuable thing.
- f) any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; or
- g) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).

**“Government Official/Public Official” means:**

- a) Any officer or employee appointed or elected, of a local, state, regional, federal, or multi-national government or any department, agency, or ministry of a government.
- b) Any individual who, although temporarily or without payment, holds a public position, employment or function.
- c) Any individual acting in an official capacity for or on behalf of a government agency, department, ministry, or public international organization.
- d) A political party, political party official, or any candidate for political office.
- e) Any officer or employee of a state-owned or state-controlled entity, as well as entities that perform a government function (such as air or seaport, utility, energy, water, or power); or
- f) Any member of a royal family (note that such individuals may lack formal authority but may otherwise be influential in advancing the Tune Protect Group's business interests either through partially owning or managing state-owned or state-controlled companies).

*Note: Family members of any of the individuals listed above may also qualify as Government Officials if the Third-Party or their Personnel's interactions with them are intended or have the effect of conferring Gratification on a Government Official.*

**“Politically Exposed Person” means:**

- a) Any close associate that includes biological/non-biological immediate/extended family members, relatives, financially dependent individuals such as those salaried by the PEP (e.g. political advisors, drivers, bodyguards, assistants, etc.), business partners, associates, prominent member in the same organisation with the PEP, individuals working closely (salaried or otherwise) with the PEP and close friends.